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Unique Doc. Reference	:	SUBIN-KAKACRSFL0863118978209698U
Purchased by	:	S NARAYANA RAO
Description of Document	:	Article 12 Bond
Description	:	AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	EXECUTIVE ENGINEER BBMP BYATARAYANAPURA DIVISION
Second Party	:	S NARAYANA RAO
Stamp Duty Paid By	:	S NARAYANA RAO
Stamp Duty Amount(Rs.)	:	250 (Two Hundred And Fifty only)

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AGREEMENT

Agreement No. 98 **/22-23**

This agreement made on this 18th day of January 2023 Between the Executive Engineer, Byatarayanapura Division, Yalahanka Zone, Bellary Road, Byatarayanapura, Bangalore–560092, on behalf of the Commissioner, Bruhat Bangalore Mahanagara Palike, Bangalore. (Hereinafter called "the Employer") of the one part and **Sri. Narayana Rao. S, No: No. 597/60, B Narayana Compound, N Nagenahalli, Dr. Shivarama Karanth Nagara, Bengaluru-560077** (hereinafter called "the Contractor") of the other part.

ಕಾರ್ಯ ನಿರ್ವಾಹಕ ಅಭಿಯಂತರರು
ಬ್ಯಾಟರಾಯನಪುರ ವಿಭಾಗ ಯಲಹಂಕ ವಲಯ
ಬೃಹತ್ ಬೆಂಗಳೂರು ಮಹಾನಗರ ಪಾಲಿಕೆ ಬೆಂಗಳೂರು-560092.

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Whereas the Employer is desirous that the Contractor to execute the work of **Maintenance of water supply Existing borewells at Kattigenahalli, Bellahalli Surrounding area in Ward No. 06 Kogilu** for Indent No. **53732,** Administrative Approval No. AS/ CE/(YLK)/PR/127/2022-23 Date: 16-09-2022 and Technical Sanction No. TS/CE/(YLK)/127/2022-23 Date:16-09-2022 of Tender Notification No. EE/BTP/BBMP/E-PMT/16/2022-23, Date: 12-10-2022. (Hereinafter called "the Works") and the Employer has accepted the tender of the Contractor for the execution and completion of such works and the remedfying of any defects therein at a contract Price of **Rs. 2219891.61 (Rupees Twenty Two Lakh Nineteen Thousand Eight Hundred Ninety One and Sixty One Paisa only) which works out (+4.84%) Above.** FSD 3% Rs. 70,000/- paid through FDR No: 390462, Dt: 28-12-2022, Union Bank of India, Thanisandra. GST No: 29AIUPN6540N1Z9. ಪ್ರಸ್ತಾಪಿತ ಕಾಮಗಾರಿಯು ಸಾರ್ವಜನಿಕರಿಗೆ ಕುಡಿಯುವ ನೀರನ್ನು ಒದಗಿಸುವ ಕಾಮಗಾರಿಯಾಗಿರುವ ಹಿನ್ನೆಲೆಯಲ್ಲಿ, ಮಾನ್ಯ ಮುಖ್ಯ ಅಭಿಯಂತರರು, ಯಲಹಂಕ ವಲಯ ರವರಿಂದ ಸದರಿ ಕಾಮಗಾರಿಯ ಟೆಂಡರ್ ಪ್ರಕ್ರಿಯೇ ಅಂತಿಮಗೊಂಡ ದಿನಾಂಕ: 02–11–2022 ರಿಂದ ನಿರ್ವಹಿಸಲು ಅನುಮೋದನೆಯನ್ನು ಪಡೆದು, ಗುತ್ತಿಗೆದಾರರಿಗೆ ಕಾಮಗಾರಿಯನ್ನು ದಿನಾಂಕ: 02–11–2022 ರಿಂದ ನಿರ್ವಹಿಸಲು ಸೂಚಿಸಲಾಗಿರುತ್ತದೆ.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor here by covenants with the Employer to execute and complete the works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The Work shall be commenced with all Men and Machinery within 7 days from the Date of Work Order, failing which it would be presumed that the Successful Tenderer is not interested in the Work and Action will be taken to get the Work executed through Alternate Agency at the risk and cost of the Former Tenderer.
5. GST will be paid only for applicable Schedule of Rates only. And for other non-applicable items GST will not be paid.
6. Sub-Letting of work is prohibited.
7. The defect liability period for Civil works & Asphalt works upto 20mm thick maintenance period is one year & more than 20mm thick maintenance period is three year from the date of final bill. The E.M.D and S.D. will be refunded only after the defect liability period.
8. Frequency of the quality test of all the materials and other tests have to be conducted by the contractor as per MORT&H (IVth Revision) I.R.C. guidelines and other relevant Indian standards in his laboratory or any other laboratory assigned by BBMP on his own cost in presence of Engineer / consultants appointed by BBMP
9. Works costing more than Rs.10 Lakhs are subject to third party test and the cost of the same shall be borne by the contractor.
10. For Asphalting works i.e., BM and BC those who own their hot mix plant 40-60 TPH & mechanical paver only shall apply.
11. Further Details of the Work can be obtained from the Office of the Executive, Engineer Byatarayanpura Division, BBMP office, Byatarayanpura, Bangalore–92.
12. The following documents shall be deemed to form and be read and Construed as part of this Agreement, viz.:
    - i) Letter of Acceptance;
    - ii) Notice to proceed with the works;
    - iii) Contractor's Tender as per e-proc Portal.
    - iv) Contract Data as per e-proc Portal.;
    - v) Conditions of contract (including Special Conditions of Contract);
    - vi) Specifications;
    - vii) Drawings;
    - viii) Bill of quantities; and
    - ix) Any other document listed in the Contract Data as forming part of the contract.

In witness where of the parties there to have caused this Agreement to be executed the day and year first before written.

The Common Seal of was hereunto affixed in the presence of : 1)_____

2) ಯ ಕ ತ ಳ ಯ ತ

Signed, Sealed and Delivered by the said Executive Engineer, Byatarayanapura Division, Yalahanka Zone, Bruhat Bangalore Mahanagara Palike.

Binding Signature of Contractor _____

In the presence of:

Binding Signature of Employer:

Executive Engineer
Byatarayanapura Division.
B.B.M.P. Bangalore-92.